

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Dan T. Matthys <sup>DM</sup> CONTACT: Annie Knight <sup>AK</sup> EXT. 7364

Agenda Date 05/10/2005 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐  
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Satisfaction of Second Mortgage for a household assisted under the SHIP Program's Home Ownership Assistance Program.

### BACKGROUND:





The attached client received Down Payment Assistance to purchase a home in Seminole County. The client (now deceased) has met and satisfied all County, Federal and HUD Regulations and his Personal Representative is now requesting a Satisfaction of the Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfaction on the property to remove the now-satisfied lien.

### Name

### Legal Description

1. George Smith

Lots 1 and 2 (Less the South 27 Feet of said Lot 2), Block 13, Tier 11, E. R. Trafford's Map Of the town of Sanford, according to the Plat Thereof, as recorded in Plat Book 1, Pages 56 to 64, inclusive of the Public Records of Seminole County, Florida

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>--cpdc02</u>	

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 28, 1994, and recorded in Official Records Book 2866, Pages 0147 through and including 0150, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 28, 1994, and recorded in the Official Records Book 2866, Pages 0151 through and including 0153, Public Records of Seminole County, Florida, which encumbered certain parcels of real property, the legal description for which is as follows:

LOTS 1 AND 2 (LESS THE SOUTH 27 FEET OF SAID LOT 2), BLOCK 13, TIER 11, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 56 TO 64, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property,") were made by George Smith a/k/a George Junior Smith, a single person, (the "Owner" of the Property), for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner, who is now deceased, did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner's personal representative has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs, successors and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
3/31/05  
Satisfaction-Smith

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

657949

24 DEC 30 PM 2:21

2966 0147  
OFFICIAL RECORDS  
BOOK PAGE  
SEMINOLE CO. FL.

### Downpayment Assistance Program

### Second Mortgage Deed

THIS SECOND MORTGAGE DEED, executed the 28<sup>th</sup> day of DECEMBER, 1994, A.D. by GEORGE SMITH M/X/A AKA GEORGE JUNIOR SMITH, SINGLE hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E. FIRST STREET, SANFORD, Florida 32771, hereinafter called the Mortgagee;

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliena, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurance to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO  
SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF  
INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d)  
FLORIDA STATUTES

This instrument was  
prepared by: AND RETURN TO: #2637-94V  
LINDALEE ANDERSON  
SUPERIOR TITLE CO.  
800 N. PERCHUCK AVE.  
ORLANDO, FL 32603

16

151

## Downpayment Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either: to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner-occupied and not be rented, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rata percentage for each year of occupancy (i.e., 5% per year for a twenty (20) year mortgage, or 3.3% per year for a thirty (30) year mortgage) as applicable.

2866 0148  
SEMINOLE CO. FL.  
OFFICIAL RECORDS  
BOOK PAGE

Downpayment Assistance Program

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

Print Name: VICKIE D. NELSON

Print Name: GEORGE SMITH A/K/A  
GEORGE JUNIOR SMITH  
606 W. 11TH ST., SANFORD, FL 32771

Print Name: JINDREE ANDERSON

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28TH day of DECEMBER, 199 <sup>4</sup> before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEORGE SMITH AKA GEORGE JUNIOR SMITH UNMARRIED, who executed the foregoing instrument and who acknowledge before me that he/~~she~~/they executed the same and ~~was~~ <sup>was</sup> ~~present~~ <sup>present</sup> ~~and~~ <sup>and</sup> ~~who~~ <sup>who</sup> ~~did not~~ <sup>did not</sup> take an oath,

WITNESS my hand and official seal for the County and State last aforesaid.



VICKIE D. NELSON  
My Comm. Exp. 12/15/96  
Bonded By Service Inc.  
No. 00246342

Name: VICKIE D. NELSON  
Notary Public  
Serial Number  
Commission Expires:

OFFICIAL RECORDS  
BOOK PAGE  
2866 0149  
SEMINOLE CO. FL.

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**Downpayment Assistance Program**

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OFFICIAL RECORDS  
BOOK PAGE  
2866 0150  
SEMINOLE CO. FL

**EXHIBIT "A"****LEGAL DESCRIPTION**

LOTS 1 AND 2, (LESS THE SOUTH 27 FEET OF SAID LOT 2), BLOCK 13,  
TIER 11, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, ACCORDING  
TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 56-64,  
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

P.S.

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DOWNPAYMENT ASSISTANCE PROGRAM

**Downpayment Assistance Program**

EXHIBIT "B"

**SECOND MORTGAGE NOTE**AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND DOLLARS (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. FIRST ST., SAFFORD, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage accruing thereon shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**DEFAULT**

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO  
SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF  
INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 189.185(1)(d)  
FLORIDA STATUTES

This instrument was  
prepared by: AND RETURN TO: #2637-94V  
LINDALEE ANDERSON  
SUPERIOR TITLE COMPANY  
800 N. PENNCRESK AVE.  
ORLANDO, FL 32803

OFFICIAL RECORDS  
BOOK PAGE  
2666 0151  
SEMINOLE CO. FL

SEMINOLE COUNTY

DOWNPAYMENT ASSISTANCE PROGRAM

B.S.



### Downpayment Assistance Program

1. The sale of the subject home and real property, within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS  
 BOOK PAGE  
 2866 0152  
 SEMINOLE CO. FL.

#### CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly forgiveness deduction.

#### MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives preclaimant, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not. If, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents this day year first above written.

D.S.

# Downpayment Assistance Program

Signed, sealed and delivered  
in the presence of:

MORTGAGEE:

*George Smith AKA  
George Junior Smith*

Print Name: VICKIE D. NELSON

Print Name: GEORGE SMITH AKA

GEORGE JUNIOR SMITH

806 W. 11TH ST., SANFORD, FL 32771

Print Name: LYNDALFE ANDERSON

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 20TH day of DECEMBER, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEORGE SMITH AKA GEORGE JUNIOR and UNMARRIED who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced proper identification and who/did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



VICKIE D. NELSON  
My Comm. Exp. 12/15/96  
Bonded By Service Inc  
No. CC246342

Name: VICKIE D. NELSON  
Notary Public  
Serial Number  
Commission Expires:

OFFICIAL RECORDS  
BOOK PAGE  
2866 0153  
SEMINOLE CO. FL.

SMITH